Eastern B. & L. Ass'n v. *Williamson,* 189 U. S. 122. The fact that the local clerk is designated as an agent is sufficient to take the case from the effect of the statutory provision regarding local lodges or officers waiving conditions, and for that reason the act of the clerk in waiving the condition is binding on the Sovereign Camp in the first instance with power in its part, however, within a reasonable time to review the act of the agent. The agent, in making the report of the reinstatement, neglected to state that the warranty had been received, and the Sovereign Camp being responsible for the failure of the agent to discharge his duties, the estoppel results naturally. *Vought* v. *East. B. & L. Ass'n,* 172 N. Y. 508.

INSURANCE—FORFEITURE BY TRANSFER OF PROPERTY.—Where property is insured against loss by fire, with a clause forfeiting the policy if any change in the title, interest or possession of the insured takes place, and a conveyance by insured to another is made, *held,* that the policy is not void in the absence of a declaration of forfeiture if the property is subsequently transferred again to the insured, who holds and owns it at the time the loss occurs in the same manner as at the time the contract was made. *Germania Fire Ins. Co.* v. *Turley* (Ky. 1915), 179 S. W. 1059.

This point has been before the courts many times, and several courts hold the policy to be void, basing the result on the theory that when the transfer is made by the insured the contract at once is forfeited, and the subsequent transfer placing the property again in the hands of the insured has no effect in reviving the contract. *Cockerill* v. *Cincinnati Mut. Ins. Co.,* 16 Oh. St. 148; *Farmers Ins. Co.* v. *Archer,* 36 Oh. St. 608; *Mulville* v. *Adams,* 19 Fed. 887; *Home Ins. Co.* v. *Hauslein,* 60 Ill. 521; *Bemis* v. *Harborcreek Ins. Co.,* 200 Pa. St. 340. The contrary view, in accord with the principal case, is asserted in *German Mut. Fire Ins. Co.* v. *Fox,* 4 Neb. 833; *Power* v. *Ocean Ins. Co.,* 19 La. 28; *Hitchcock* v. *N. W. Ins. Co.,* 26 N. Y. 68; *Stearman* v. *Niagara Fire Ins. Co.,* 46 N. Y. 526; *Worthington* v. *Bearse,* 12 Allen (Mass.), 382; *Schloss* v. *Westchester Fire Ins. Co.,* 141 Ala. 566; *Born* v. *Home Ins. Co.,* 110 Ia. 379. The theory underlying the principal case and the view it supports is that the violation of the policy merely suspends the insurance during the violation, and when the insured reacquires the title the policy is renewed, and the insurer again becomes liable. This rule seems to be grounded on the policy of not favoring forfeitures and of strictly construing any clause which works a forfeiture of the policy. Three states have also reached this same result by statutory provisions. North Dakota Rev. Code 1899, § 4457; South Dakota Ann. St. 1901, § 5299; Montana Civil Code 1895, § 3407.

LANDLORD AND TENANT—DUTY OF LANDLORD TO PLACE TENANT IN POSSESSION.—Defendant leased to the plaintiff land belonging to X, which land X had contracted to sell to defendant. X refused to convey the land, whereupon defendant sued him to secure specific performance of the contract. Before defendant had secured a decree in his suit against X, the time for plaintiff's entry upon the land arrived, and plaintiff sued defendant for failure to put plaintiff in possession. *Held,* that the action will lie. *Dilly* v. *Paynsville Land Co.* (Ia. 1916), 155 N. W. 971.

This raises the question of whether, in the case of a lease, the lessor can be taken to have impliedly covenanted to put lessee in possession. The court in the above case, although it states that there is a conflict of authority, decides that the better rule is that such an implied covenant exists. It is true that when the lessee has been kept out of possession by a third person who is a stranger to the title, the courts do not agree. The English courts and some of the United States allow the lessee to recover. See *Coe* v. *Clay,* 5 Bing. 440; *Jenks* v. *Edwards,* 11 Exch. 775; *Carroll* v. *Peake,* 1 Pet. 18; *Hughes* v. *Hood,* 50 Mo. 350; *Herpolsheimer* v. *Christopher,* 76 Neb. 352; *Hertzberg* v. *Beisenbach,* 64 Tex. 263; *Rose* v. *Wynn,* 42 Ark. 257; *King* v. *Reynolds,* 67 Ala. 229. Other courts of the United States hold that the lessee's action should not be against the lessor, but rather against the person unlawfully in possession. See *Gardner* v. *Keteltas,* 3 Hill (N. Y.), 330; *Cozens* v. *Stevenson,* 5 Serg. & R. (Pa.), 421; *Pendergast* v. *Young,* 21 N. H. 234; *Gazzolo* v. *Chambers,* 73 Ill. 75; *Sigmund* v. *Howard Bank of Baltimore,* 29 Md. 324; *Playter* v. *Cunningham,* 21 Cal. 229; *Dodd* v. *Hart,* 30 Misc. (N. Y.), 459; *Underwood* v. *Birchard et al.,* 47 Vt. 305. When, however, the lessee is kept out of possession by the lessor himself or by a holder of paramount title, the courts seem to be agreed that the lessee may have his recovery. Concerning the question of exclusion by the lessor himself, see *Adair* v. *Bogle,* 20 Ia. 238; *Loufer* v. *Stottlemyer,* 16 Ind. App. 221; *Benington* v. *Casey,* 78 Ill. 317; and *Trull* v. *Granger,* 8 N. Y. 115. The principal case would seem to be to have been decided upon the ground that X, who contracted to convey to defendant, was not a holder of paramount title but a stranger to the title. No case has been found which directly covers the point. In *Ludwell* v. *Newman,* 6 Term. R. 458; *Cohn* v. *Norton,* 57 Conn. 480; *Friedland* v. *Myers,* 139 N. Y. 432; *Holder* v. *Taylor,* Hob. 12, and *McAlester* v. *Landers,* 70 Cal. 79, the holder of paramount title was a prior lessee. In *Mostyn* v. *West Mostyn Coal and Iron Co.,* 1 C. P. Div. 145, it appeared that the lessor had no means of obtaining title and had concealed this fact from the lessee. In *Grannis* v. *Clark,* 8 Cow. (N. Y.), 36, in which case the lessee was given a recovery upon the ground that he had been kept out of possession by a holder of paramount title, it appeared that the holder of paramount title was the one who had for years owned the land. As to whether or not, in the principal case, X is to be regarded as a stranger to the title or as a holder of paramount title might well depend, it would seem, upon the time at which, according to the terms of the contract, the defendant was to be given possession.

MALICIOUS PROSECUTION—WHAT CONSTITUTES PROBABLE CAUSE.—Defendant instituted a criminal proceeding against plaintiff upon the charge of having stolen manure. It transpired that plaintiff was innocent, and the charge was dismissed; the only question is whether the defendant had probable cause for instituting the criminal proceeding. The facts disclosed that B, who actually saw the man who stole the manure, told defendant that the man said he came from Gardenville; that he had a bay team and certain kind of wagon; and that "he was a tall man with light complexion." T, who worked for B, told an employee of defendant "that a man by the name